

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

AMERISURE MUTUAL INSURANCE COMPANY,	§	
	§	
	§	
Plaintiff,	§	
	§	
VS.	§	CIVIL ACTION:
	§	
ARCH SPECIALTY INSURANCE COMPANY,	§	
	§	
	§	
Defendant.	§	

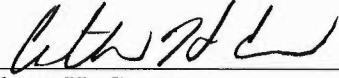
INDEX OF DOCUMENTS FILED IN STATE COURT

Pursuant to 28 U.S.C. § 1446(a), Defendant Bank of America, N.A. hereby submits the following Index of Documents Filed in State Court, as of the date Defendant filed its Notice of Removal, and as of the date of this Index being filed.

<u>EXHIBIT NO.</u>	<u>PARTY</u>	<u>DOCUMENT FILED</u>	<u>DATE FILED</u>
1.	Plaintiff	Original Petition	March 5, 2012
2.	Plaintiff	Civil Case Information Sheet	March 5, 2012
3.	Plaintiff	Civil Process Request	March 5, 2012
4.	Court	Citation upon Defendant	March 5, 2012
5.	Court	Notice of Service of Citation upon Defendant	March 8, 2012
6.	Court	Case Activity Inquiry (Print Screen)	As of April 2, 2012
7.	Court	Case Setting History (Print Screen)	As of April 2, 2012
8.	Defendant	Original Answer	April 2, 2012

Respectfully submitted,

WILSON, ELSER, MOSKOWITZ
EDELMAN & DICKER LLP




Cathlynn H. Cannon
State Bar No.: 03747500
Bank of America Plaza
901 Main Street, Suite 4800
Dallas, Texas 75202
Telephone: 214/698-8000
Facsimile: 214/698-1101
Cathlynn.Cannon@wilsonelser.com

ATTORNEYS FOR DEFENDANT
ARCH SPECIALTY INSURANCE
COMPANY

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document has been forwarded to the following counsel of record via certified mail, return receipt requested, on this the 2ND day of April, 2012:

Fred L. Shuchart, Esq.
Cooper & Scully, P.C.
700 Louisiana St., Suite 3850
Houston, Texas 77002



Attorney

EXHIBIT 1

2012-13337 / Court: 125

Filed 12 March 5 P4:13
Chris Daniel - District Clerk
Harris County
ED101J016761207
By: Nelson Cuero

CAUSE NO _____

AMERISURE MUTUAL INSURANCE)	IN THE DISTRICT COURT OF
COMPANY)	
)	
V.)	HARRIS, COUNTY TEXAS
)	
ARCH SPECIALTY INSURANCE)	
COMPANY)	_____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff Amerisure Mutual Insurance Company ("Amerisure"), pursuant to § 37.001 *et seq* of the Texas Civil Practices and Remedies Code and files this its Original Petition and states as follows:

PARTIES

1. Amerisure is a corporation duly organized and existing under the laws of the state of Michigan with its principal place of business located in Farmington Hills, Michigan.

2. Defendant Arch Specialty Insurance Company ("Arch") is a corporation duly organized and existing under the laws of the State of Nebraska with its principal place of business located in Jersey City, New Jersey. Arch can be served with process by serving its agent for service in Texas, the Commissioner of Insurance, Mike Geeslin, at 333 Guadalupe Street, Austin, Texas 78701.

JURISDICTION AND VENUE

3. This Court has jurisdiction because the amount in controversy exceeds the minimum jurisdictional limits of this court.

4. Venue is proper in this Court because all or a substantial portion of the cause of action occurred in Harris County, Texas.

FACTUAL BACKGROUND

5. On or about March 12, 2006, Amerisure Mutual Insurance Company issued to Admiral Glass & Mirror, Co. ("Admiral") a Texas Commercial Package Policy, policy number CPP2035108000000, with a policy period of March 12, 2006 to March 12, 2007 ("Amerisure Policy"). The Amerisure Policy contains an Endorsement that makes the coverage afforded under the Policy excess over any coverage afforded by a controlled insurance program policy.

6. On or about March 17, 2006, Defendant Arch issued to Endeavor Highrise LP and all Contractors and Subcontractors in the Owner Controlled Insurance Program a Texas OCIP policy, policy number GAC 0013856 00, with a policy period of March 17, 2006 to April 1, 2008 ("OCIP policy"). The OCIP Policy provides, in pertinent part:

COMMERCIAL GENERAL LIABILITY COVERAGE CGL0098 00 07 03

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages.

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverages A or B** or medical expenses under **Coverage C**.

SUPPLEMENTARY PAYMENTS –

COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.

- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies.....
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit",....
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay.....
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

CONSTRUCTION PROJECT ENDORSEMENT – VERSION I
CGL0110 00 01 06

- A. This insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" arising out of constructions operations at the project shown in the above **Project Schedule**, hereafter referred to as the Project, subject to the terms and conditions of this endorsement and the policy to which it is attached.

- D. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "property damage" to the Project or any part of the Project that occurs during the course of construction. The Project or any part of the Project will be deemed to be within the course of construction until the Project is deemed completed in accordance with subparagraph E. 2. of this endorsement.

- G. Paragraph 4. **Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced by the following:

This insurance is primary and non-contributory with respect to the Project,
....

**SUPPLEMENTARY PAYMENTS REDUCE THE LIMITS OF INSURANCE:
DEDUCTIBLE POLICY ENDORSEMENT**

It is hereby understood and agreed that “**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**” within “**SECTION I – COVERAGES**”, is amended as follows:

The provision:

“These payments will not reduce the limits of insurance.”

is deleted in its entirety and is replaced with the following provision:

“These payments **will reduce** the limits of insurance.”

It is hereby further understood and agreed that “**SECTION III – LIMITS OF INSURANCE**” is amended to include the following provision:

All Limits of Insurance are reduced by the payment of those amounts set forth within “**SUPPLEMENTARY PAYMENTS – COVERAGES AND B**” within “**SECTION I – COVERAGES**”.

All other terms and conditions of this Policy remain unchanged.

7. On or about June 7, 2010, Endeavor Highrise, LP filed suit against Admiral, among others, in the lawsuit styled *David Jones, Chapter 11 Trustee of Endeavor Highrise, PP and Endeavor Condominium Association, Inc. v. N Sky Construction, LLC, et al*; Cause No. 2010-35189; In the 190th Judicial District Court of Harris County, Texas (“Underlying Lawsuit”). The Underlying Lawsuit was subsequently removed to Federal Court.

8. In the Underlying Lawsuit, Plaintiff alleges that Admiral was a subcontractor on the project and that Admiral’s work was faulty which resulted in damages.

9. As a result of the Underlying Lawsuit, Admiral tendered the lawsuit to Amerisure who, in turn, tendered it to Arch on behalf of Admiral. Arch did not accept the tender right away and as a result, Amerisure incurred defense costs and expenses in providing Admiral a defense in the Underlying Lawsuit until Arch took over the defense of Admiral.

10. Upon information and belief, Arch settled another claim involving damages that occurred while the project was under construction.

11. Arch accepted the defense of Admiral under a reservation of rights. In Arch's reservation of rights letter, Arch asserted that a previous payment reduced the available policy limits. Arch also took the position that any sums paid for defense costs and expenses would reduce the available policy limits.

12. Arch has taken the position that the attorney's fees and expenses paid by it to defend the Underlying lawsuit and the payment made for damages during construction reduce the policy limits and that its duty to defend ends when it pays the limits in damages and defense costs. As a result, a dispute between the parties has arisen regarding whether the payment and defense costs and expenses reduce the policy limit.

13. An actual controversy exists between the parties because Amerisure believes that the payment and defense costs and expenses do not reduce the policy limits while Arch takes the opposite position. Arch's position affects Amerisure because its duties under the Amerisure policy are contingent on Arch's duties under the OCIP policy. Additionally, Arch has failed to reimburse Amerisure for the defense costs and expenses it incurred in providing Admiral a defense after the tender to Arch.

14. As a result of the coverage dispute herein and breach of the OCIP policy by Arch, Amerisure has been required to engage the services of the undersigned to prosecute this lawsuit and have been forced to incur reasonable, necessary and customary attorney's fees and expenses.

15. As a result of payments made by Amerisure, Amerisure is subrogated to Admiral's rights with respect to Arch's obligations and/or entitled to contribution.

CAUSES OF ACTION

16. Amerisure incorporates by reference, as if fully set forth herein, paragraphs 1 through 15, inclusive.

17. The OCIP policy provides coverage to Admiral which is primary and non-contributing and the Amerisure policy provides coverage which is excess over the OCIP policy. Accordingly, Arch is responsible for all defense costs and expenses incurred after tender.

18. Arch's failure to reimburse Amerisure for the defense costs and expenses incurred by Amerisure after the matter was tendered to Arch constitutes a breach of the OCIP policy.

19. Arch's breach of the OCIP policy has damaged Amerisure.

20. As a result of Arch's breach of contract, Amerisure is entitled to recover its reasonable, necessary and customary attorney's fees and expenses for bringing this suit.

21. Arch's position that the payment of the damage claim and defense costs and expenses reduces the policy limits and its duty to defend is contrary to the terms of the OCIP policy and would constitute a breach of the OCIP policy.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Amerisure Mutual Insurance Company respectfully prays that this Honorable Court declare that the payment for damages occurring during construction and payment of defense costs and expenses do not reduce the OCIP policy limits or, in the alternative, Arch's duty to defend continues until it has paid the policy limits in judgments or settlements regardless of the amount of defense costs and expenses incurred; award Amerisure the attorney's fees and expenses incurred by it in providing Admiral a defense in the Underlying Lawsuit; award Amerisure its reasonable, customary and necessary attorney's fees and expenses incurred in bringing this lawsuit; award Amerisure pre- and post-judgment interest; and for such other and further relief this Court may deem just and proper.

Respectfully submitted,

COOPER & SCULLY, P.C.

By: 

FRED L. SHUCHART

SBN 18316250

700 Louisiana St., Suite 3850

Houston Texas 77002

(713) 236-6800 - Telephone

(713) 236-6880 - Facsimile

ATTORNEYS FOR PLAINTIFF

**AMERISURE MUTUAL INSURANCE
COMPANY**



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this April 2, 2012

Certified Document Number: 51538113 Total Pages: 7

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

EXHIBIT 2

CIVIL CASE INFORMATION SHEET

Filed 12 March 05 P4:13
 Chris Daniel - District Clerk
 Harris County
 ED101J016761207
 B. G. Wilson, Cuero

CAUSE NUMBER (FOR CLERK USE ONLY):


COURT (FOR CLERK USE ONLY):

STYLED

2012-13337 / Court: 125
 Amerisure Mutual Insurance Company v. Arch Specialty Insurance Company

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet: Name: Fred L. Shuchart Email: fred@cooperscully.com Address: 700 Louisiana St., #3850 Telephone: (713) 236-6800 City/State/Zip: Houston, TX 77002 Fax: (713) 236-6880 State Bar No: 18316250 Signature: 		Names of parties in case: Plaintiff(s)/Petitioner(s): Amerisure Mutual Insurance Company Defendant(s)/Respondent(s): Arch Specialty Insurance Company (Attach additional page as necessary to list all parties)		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other:																					
2. Indicate case type, or identify the most important issue in the case (select only 1):		<table border="1"> <thead> <tr> <th colspan="3">Civil</th> <th colspan="2">Family Law</th> </tr> </thead> <tbody> <tr> <td> Contract Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input checked="" type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: </td> <td> Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage: </td> <td> Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: </td> <td> Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: </td> <td> Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input 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3. Indicate procedure or remedy, if applicable (may select more than 1):																									
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover																					



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this April 2, 2012

Certified Document Number: 51538114 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

EXHIBIT 3

Filed 12 March 05 P4:13
Chris Daniel - District Clerk
Harris County
ED101J016761207
By Nelson Cuero

CIVIL PROCESS REQUEST

2012-13337 / Court: 125

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE PLEADING TO BE SERVED
FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED

CASE NUMBER: _____ CURRENT COURT: _____

TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): Plaintiff's Original Petition

FILE DATE OF MOTION: _____
Month/ Day/ Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: Arch Specialty Insurance Company

ADDRESS: 333 Guadalupe Street, Austin, Texas 78701

AGENT, (if applicable): Commission of Insurance

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): Citation - Commission of Insurance

SERVICE BY (check one):

- ☐ ATTORNEY PICK-UP ☐ CONSTABLE
☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____ Phone: _____
☐ MAIL ☒ CERTIFIED MAIL
☐ PUBLICATION:
Type of Publication: ☐ COURTHOUSE DOOR, or
☐ NEWSPAPER OF YOUR CHOICE: _____
☐ OTHER, explain _____

2. NAME: _____

ADDRESS: _____

AGENT, (if applicable): _____

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): _____

SERVICE BY (check one):

- ☐ ATTORNEY PICK-UP ☐ CONSTABLE
☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____ Phone: _____
☐ MAIL ☐ CERTIFIED MAIL
☐ PUBLICATION:
Type of Publication: ☐ COURTHOUSE DOOR, or
☐ NEWSPAPER OF YOUR CHOICE: _____
☐ OTHER, explain _____

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: Fred L. Shuchart TEXAS BAR NO./ID NO. 18316250

MAILING ADDRESS: 700 Louisiana St., Suite 3850, Houston, TX 77002

PHONE NUMBER: 713 236-6800 FAX NUMBER: 713 236-6880
area code phone number area code fax number

EMAIL ADDRESS: fred@cooperscully.com



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this April 2, 2012

Certified Document Number: 51538115 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

EXHIBIT 4

CAUSE NO. 201213337

RECEIPT NO. 433314
03-05-201270.00 CTM
TR # 72758675PLAINTIFF: AMERISURE MUTUAL INSURANCE COMPANY
vs.
DEFENDANT: ARCH SPECIALTY INSURANCE COMPANYIn The 125th
Judicial District Court
of Harris County, Texas
125TH DISTRICT COURT
Houston, TX

CITATION (INSURANCE COMMISSION CORPORATE)

THE STATE OF TEXAS
County of HarrisTO: ARCH SPECIALTY INSURANCE COMPANY (CORPORATION) BY SERVING ITS AGENT
FOR SERVICE IN TEXAS COMMISSIONER OF INSURANCE MIKE GEESLIN
333 GUADALUPE STREET AUSTIN TX 78701Attached is a copy of PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on the 5th day of March, 2012, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 6th day of March, 2012, under my hand and seal of said Court.

Issued at request of:SHUCHART, FRED L.
700 LOUISIANA, SUITE 3850
HOUSTON, TX 77002
Tel: (713) 236-6800
Bar No.: 18316250CHRIS DANIEL, District Clerk
Harris County, Texas
201 Caroline Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)

GENERATED BY: CUERO, NELSON 7MM/7MM/9236919

OFFICER/AUTHORIZED PERSON RETURN

Received on the ____ day of _____, _____, at _____ o'clock ____ .M., and
executed the same in _____ County, Texas, on the ____ day of _____, _____, at
____ o'clock ____ .M., by summoning the _____,
by delivering to _____, in person _____

a corporation <

by leaving in the principal office during office hours

_____ of the said _____

a true copy of this notice, together with accompanying copy of

Serving _____ copy \$ _____

Affiant

By _____ Deputy

On this day, _____, known to me to be the person whose
signature appears on the foregoing return, personally appeared. After being by me duly sworn,
he/she stated that this citation was executed by him/her in the exact manner recited on the
return.

SWORN TO AND SUBSCRIBED BEFORE ME, on this ____ day of _____, _____.

Notary Public






I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this April 2, 2012

Certified Document Number: 51547997 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

EXHIBIT 5

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X  <div style="float: right;"> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </div>	
1. Article Addressed to: Arch Specialty Insurance Company By serving its agent for service Texas Commissioner of Insurance Mike Geeslin 333 Guadalupe Street, Austin, Texas 78701		B. Received by (Printed Name) C. Date of Delivery 	
2. Article Number (Transfer from service label)		D. Is delivery address correct? If YES, enter delivery address below: 	
2012-13337 125th COURT		RECEIVED MAR 8 2012 TEXAS DEPT. OF INSURANCE MAILROOM	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
7005 3110 0000 2621 7537		7005 3110 0000 2621 7537	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. CERTIFIED MAIL (Domestic)	
CHRIS DANIEL 125th COURT HARRIS COUNTY DISTRICT CLERK P.O. Box 4651 HOUSTON, TEXAS 77210-4651	
Postage	\$ 1.70
Certified Fee	2.35
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.00
MAR 06 2012 Postmark Here	
2012-13337	
Sei By or City PS	Arch Specialty Insurance Company By serving its agent for service Texas Commissioner of Insurance Mike Geeslin 333 Guadalupe Street Austin, Texas 78701
Instructions	

FILED
Chris Daniel
District Clerk
MAR 12 2012

Time _____
By _____ Deputy

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this April 2, 2012

Certified Document Number: 51651298 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

EXHIBIT 6

Activity Inquiry

Which Case do you need information about? Enter the 9-digit Case Number (four-digit year and five-digit number)	<input type="text" value="2012-13337"/>
<input type="button" value="Submit"/> <input type="button" value="Reset"/>	

NO DOCKET RECORDS FOUND

| [Search Menu](#) | [Civil Courts Home](#) | [FAQ](#) |

Harris County Administrative Offices of the District Courts 2006

Site best viewed in 1024X768 Resolution. For questions or comments [Contact Us](#).

justex.net

EXHIBIT 7

Case Setting History Inquiry

Which Case do you need information about? Enter the 9-digit Case Number (four-digit year and five-digit number)	<input type="text" value="2012-13337"/>
<input type="button" value="Submit"/> <input type="button" value="Reset"/>	

NO DOCKET RECORDS FOUND

| [Search Menu](#) | [Civil Courts Home](#) | [FAQ](#) |

Harris County Administrative Offices of the District Courts 2006

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EXHIBIT 8

CAUSE NO. 2013-13337

AMERISURE MUTUAL INSURANCE
COMPANY,

Plaintiff,

VS.

ARCH SPECIALTY INSURANCE
COMPANY,

Defendant.

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IN THE DISTRICT COURT

125TH JUDICIAL DISTRICT

HARRIS COUTY, TEXAS

**ORIGINAL ANSWER AND GENERAL DENIAL OF DEFENDANT
ARCH SPECIALTY INSURANCE COMPANY**

TO: THE HONORABLE JUDGE OF THIS COURT:

NOW COMES Arch Specialty Insurance Company ("Defendant") and file this its Original Answer and General Denial to Plaintiff's Original Petition.

Defendant respectfully shows the Court as follows:

**I.
GENERAL DENIAL**

As authorized by Rule 92 of the Texas Rules of Civil Procedure, Defendant denies all (each and every / all and singular) of the material allegations contained in Plaintiffs' Original Petition, including any amendment and/or supplement thereto, and demand strict proof thereof.

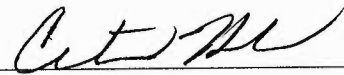
**II.
PRAYER**

WHEREFORE, PREMISES CONSIDERED, Defendant Arch Specialty Insurance Company hereby prays that Plaintiff Amerisure Mutual Insurance Company take nothing from Arch in and/or by way of this action, that Defendant be awarded and recover all costs and fees

incurred, and that Defendant be awarded and recover such other and further relief to which it may show itself justly entitled.

Respectfully submitted,

WILSON, ELSER, MOSKOWITZ
EDELMAN & DICKER LLP


Cathlynn H. Cannon
State Bar No.: 03747500
Bank of America Plaza
901 Main Street, Suite 4800
Dallas, Texas 75202
Telephone: 214/698-8000
Facsimile: 214/698-1101
Cathlynn.Cannon@wilsonelser.com

ATTORNEYS FOR DEFENDANT
ARCH SPECIALTY INSURANCE
COMPANY

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document has been forwarded to the following counsel of record via certified mail, return receipt requested, on this the 2ND day of April, 2012:

Fred L. Shuchart, Esq.
Cooper & Scully, P.C.
700 Louisiana St., Suite 3850
Houston, Texas 77002


Attorney